defendant has not lost his remedy against some previous party by being deprived by lapse of time of the opportunity of giving notice of dishonour because, as Rigby J. says, the prior endorsement being a forgery, there was no previous party to whom he could effectively give notice of dishonour, and there is no evidence of any settlement of account between the defendant and the applicant bank which debarred the applicant bank from recovering from the defendant the amount with which it had credited him.

I hold therefore that the said sum of $3,243.87 in the custody of the applicant bank is the property of the plaintiffs.

Order accordingly.

Solicitors: *Ong Huck Lim & Co.; Lee Thean-Chu.*

ASIAN ORGANISATION LTD. v. WHITE HUDSON & CO., LTD.

[C.A. (Buttrose, Wee Chong Jin and Ambrose JJ.) January 19, 1962]

[Singapore — Civil Appeal No. 16 of 1961]

Passing-off — Claim to monopoly in colour of wrappers — Meaning of reputation in passing-off actions — What plaintiff has to establish to succeed.

The plaintiffs (respondents on this appeal) are manufacturers of medicated cough sweets which they sold in Singapore under the registered trade mark *HACKS*. These sweets were black oval sweets of a particular size wrapped in orange-coloured cellophane paper on which was printed the word *HACKS*. They were imported in tins in which they reached retailers, who generally displayed them in glass jars and sold them loose. The plaintiffs' sweets were the first medicated cough sweets so sold in Singapore. This mode of sale commenced in 1953, and prior to that medicated cough sweets could only be bought in tins or bottles.

In March 1958 the defendants (appellants on this appeal) imported into and sold in Singapore medicated cough sweets which were sold to retailers in tins, displayed by them in glass jars and sold to the consuming public in loose form. The sweets were originally wrapped in white cellophane paper with the word *PECTO* printed on them but in quite a different manner to that in which the name *HACKS* appeared on the plaintiffs' wrappers. In May 1958, the colour of these wrappers was changed to a shade of orange similar to the wrappers of the plaintiffs' sweets.

The plaintiffs commenced an action for passing-off and alleged that their sweets had become well known and recognised by the public by the particular size, shape, colouring of the sweets, and their orange-coloured wrappers. According to the evidence of the manager of the plaintiffs' agents, the plaintiffs' only complaint was that the defendants copied the orange colour of their wrappers. Evidence was also given that Chinese-speaking customers asked for the plaintiffs' sweets by the equivalent in Chinese of "red paper cough sweets."

The trial Judge granted the plaintiffs an injunction and other relief and the defendants appealed.

Held: (1) (*per* Buttrose and Ambrose JJ.) it is essential for the plaintiff in an action for passing-off to prove that he has selected a peculiar or novel design as a distinguishing feature of his goods, and that his goods are known in the market and have acquired a reputation in the market by reason of that distinguishing feature;

(2) (*per* Buttrose J.) the distinguishing feature of the plaintiffs' sweets was the word *HACKS* and not the colour of the wrapper, and the plaintiffs have no right to a monopoly of orange, red or other coloured paper for wrapping sweets because they are common to the trade;

(3) (*per* Ambrose J.) (i) the distinguishing feature of the plaintiffs' sweets was the word *HACKS* printed on wrappers of a particular shade of orange colour; (ii) the plaintiffs' sweets acquired a reputation in Singapore by reason of the colour of the plaintiffs' wrappers combined with the trade name *HACKS* printed on them; (iii) by imitating the orange colour of the plaintiffs' wrappers but not the trade name *HACKS*, the defendants did not invade the plaintiffs' quasi-proprietary right; (iv) apart from monopolies conferred by patents, and apart from protection afforded by registration, it is open to anyone to adopt the ideas or devices of his neighbour and apply them to his own goods provided he clearly distinguishes his goods from those of his neighbour;

(4) (*per* Buttrose and Ambrose JJ.) by the use of the word *PECTO* the defendants had clearly distinguished their goods from those of the plaintiffs.

Appeal allowed by Buttrose and Ambrose JJ., Wee Chong Jin J. dissenting.

Cases referred to:—

(1) *J.B. Williams & Co.* v. *H. Bronnley & Co., Ltd.* (1909), 26 R.P.C. 765, 771.

(2) *Schweppes Ltd.* v. *Gibbens* (1905), 22 R.P.C. 601, 607.

(3) *M. Saper Ltd.* v. *Specter's Ltd. & Boxes Ltd.* (1953), 70 R.P.C. 173, 178.

(4) *Oertli A.G.* v. *Bowman (London) Ltd.*, [1957] R.P.C. 388, 397.

(5) *Tavener Rutledge Ltd.* v. *Specters Ltd.*, [1959] R.P.C. 355, 362.

(6) *Dunhill* v. *Bartlett & Bickley* (1922), 39 R.P.C. 426, 438.

(7) *Payton & Co., Ltd.* v. *Snelling, Lampard & Co., Ltd.* (1900), 17 R.P.C. 48, 57, C.A.

(8) *Payton & Co., Ltd.* v. *Snelling, Lampard & Co., Ltd.*, [1901] A.C. 308, 312; (1900), 17 R.P.C. 628, 635, H.L.

COURT OF APPEAL.

K. E. Hilborne for the appellants.

C. L. Duff for the respondents.

Cur. Adv. Vult.

Buttrose J. (read by **Ambrose J.**): This is an appeal from a judgment of Tan Ah Tah J. granting an injunction restraining the defendants their servants and agents from offering for sale, selling or otherwise dealing in medicated cough sweets not manufactured by the plaintiffs and wrapped with the defendants' *PECTO* wrapper without clearly distinguishing it from the plaintiffs' *HACKS* wrapper.

What a plaintiff must prove in a passing-off action such as this was clearly laid down by Cozens-Hardy M.R. in the case of *J.B. Williams & Co.* v. *H. Bronnley & Co. Ltd.* (1). What was there said by the Master of the Rolls was this:

" It seems to me that in the first place he (the plaintiff) must, in order to succeed, establish that he has selected a peculiar — a novel — design as a distinguishing feature of his goods, and that his goods are known in the market, and have acquired a reputation in the market, by reason of that distinguishing feature, and that unless he establishes that, the very foundation of his case fails. If he takes a colour and a shape which are common to the trade the only distinctive feature is that which he has added to the common colour and the common shape,

and unless he can establish that there is in the added matter such a similarity as is calculated to deceive, I think he must fail."

This case followed the House of Lords decision in *Schweppes Ltd.* v. *Gibbens* (2). I do not propose to go through the evidence. I have come to the conclusion here that the plaintiffs have failed to make out a case of passing-off.

The name *PECTO* is set out clearly and distinctly in white lettering in three separate places on the defendants' wrapper and in quite a different manner to that in which the name *HACKS* appears on the plaintiffs' wrapper. The gist of the plaintiffs' case, as I understood it, was that notwithstanding this the *PECTO* wrappers were of the same orange colour and identical with their own *HACKS* wrappers and that this constituted a passing-off.

But there was nothing either in the colour, shape, size or mode of wrapping which, in my opinion, constituted a peculiar — a novel or capricious — design as a distinguishing feature of the sweet. The plaintiff in a passing-off action is claiming a monopoly, a thing which the law will only allow him if he proves conclusively in the words of Harman J. in *M. Saper Ltd.* v. *Specter's Ltd. and Boxes Ltd.* (3):

"That, owing to the merits of the matter, he ought to be protected, in the interests of honest trading and general commercial morality."

The plaintiffs, in my opinion, have no right to a monopoly of orange, red or other coloured paper for wrapping sweets — cough or otherwise — because as it seems to me they are common things in, and well known feature of, the trade.

The defendants were only using what was a common device, namely, coloured wrappers for their cough sweets. There was nothing unusual in the way the sweets were wrapped and they were of a normal size and shape and the plaintiffs cannot have any of those claims to monopoly which alone would entitle them to an injunction. This is sufficient to dispose of the matter in the defendants' favour.

With regard to the other matters raised by the plaintiffs on this appeal, there was, in my view, no substance in them. The evidence given on behalf of the plaintiffs was unsatisfactory and fell far short of establishing either reputation or deception. A considerable amount of the evidence was hearsay and inadmissible, and the learned trial Judge's finding as to illiteracy was not, in my opinion, supported by the evidence.

The appeal must accordingly, in my judgment, be allowed with costs both here and in the Court below.

Wee Chong Jin J.: This is an appeal in a passing-off action. The fundamental and indeed the only principle of law involved in such an action is this, that nobody has any right to represent his goods as the goods of somebody else. From this cardinal principle it has been laid down that for a plaintiff in a passing-off action to succeed he must establish first, that the particular get-up which he has been using has become associated exclusively with his goods, i.e. he must establish reputation and secondly, that the defendant's get-up is such as is likely to deceive or cause confusion. Therefore whether a defendant has violated this principle or not is a question purely of fact.

The plaintiffs in this action are a company incorporated in England and are manufacturers of medicated cough sweets. On the evidence these cough sweets were exported from England by the plaintiffs and sold in this country through their agents since the year 1953. These cough sweets were imported into this country contained in tins (one of which is an exhibit in this case) and sold by the plaintiffs' agents to wholesale and retail dealers still in their original tin containers. The retail dealers, that is those who sell to the consuming public, generally display them for sale, not in their original tin containers, but in glass jars (one of which is also exhibited in this case). Prior to the appearance of the plaintiffs' sweets in this country in 1953 no other medicated cough sweets had been sold in this country in loose form, that is to say the plaintiffs were the first in the field in Singapore to sell medicated cough sweets in loose form and displayed to the consuming public in glass jars. An intending purchaser could therefore see the get-up of the article before making a purchase. The plaintiffs continued to be the sole manufacturers in the medicated cough sweets field to sell cough sweets in loose form in Singapore from the period 1953 to 1958. Each sweet is wrapped in an orange coloured wrapper on which is printed the name *HACKS* and a list of active constituents of the cough sweets.

Prior to the appearance of *HACKS* cough sweets for sale in loose form the trade in Singapore in this particular type of sweet was solely in small tins or bottles (many such tins are exhibited in the case) and the public could only purchase such sweets by the tin or by the bottle. Although not expressly stated in the evidence it can properly be inferred that the article itself in these small tins or bottles had no get-up and was not wrapped in any shape or form.

In March 1958 the defendants' company commenced to sell in Singapore medicated cough sweets manufactured in Holland. The defendants' cough sweets were also imported into Singapore in tin containers and were also sold to the consuming public in loose form and displayed in glass jars. When they were first imported into Singapore the defendants' cough sweets were wrapped in white cellophane paper but in May 1958 this get-up was changed and from that time onwards each sweet was wrapped in orange coloured paper on which was printed the name *PECTO* and a list of so called ingredients. The manner in which *PECTO* sweets were wrapped in the wrappers was similar to the manner in which *HACKS* sweets were wrapped.

On the evidence, from 1953 onwards till 1959 (this action having been commenced on the 29th December, 1958 but did not come up for trial until July 1960) there was a substantial increase in the yearly sales in respect of the plaintiffs' cough sweets and from the figures for these years, which figures are not in dispute, an enormous quantity of sweets had been sold and — this being a fair inference from the retail price of each sweet — to a considerable number of the population.

As regards reputation the learned Judge came to the conclusion that the vast majority of non-English speaking customers, who were unable to read the words printed on the plaintiffs' wrappers asked for the plaintiffs' cough sweets by describing them as "red paper cough sweets." There is evidence on the record that there were about 2,000 retail dealers in Singapore who sell the plaintiffs' cough sweets to the consuming public. There is evidence that these retail dealers were not only persons who sell the plaintiffs' goods to the public in shops but also persons who sell the plaintiffs' goods to the public in stalls which is a familiar sight in Singapore. There is the evidence of 2 Chinese retailers who gave evidence in a Chinese dialect, namely Hokkien, as to the number of customers per day who purchased the plaintiffs' sweets from them, that the majority of them were Chinese speaking and asked for plaintiffs' cough sweets by describing them in the Hokkien dialect in words which translated into English mean "red paper cough sweets". It is no doubt correct that there is nothing in the record to indicate that a substantial proportion of the population of Singapore is illiterate in so far as English is concerned but it must be a matter of which judicial notice can be taken that the population of Singapore is almost entirely composed of Malays, Chinese and Indians with the other races comprising only a very small minority and it is therefore a fair inference to make that the vast majority of customers are non-English speaking and are unable to read the words printed on the *HACKS* or the *PECTO* wrapper. I am of the opinion that the finding of the learned trial Judge (who, be it remembered, had the advantage of seeing all the witnesses) that the plaintiffs have proved that their get-up became distinctive of their goods and that it was associated or identified at all material times with the plaintiffs' and no others is justified on the evidence.

As regards likelihood of confusion or deception there is evidence on the record that some retailers kept both *HACKS* and *PECTO* sweets in the same glass jar and displayed them for sale in that manner, and the learned trial Judge accepted the evidence of one of the witnesses that when he went to a number of shops and asked for *HACKS* sweets by name that at six of these shops he was sold *HACKS* and *PECTO* sweets mixed together. The learned trial Judge on that evidence and from the other facts and circumstances which he found to have been proved in the case came to the conclusion that there was a probability of confusion between *HACKS* and *PECTO* sweets and that the similarity of the get-up of these two cough sweets was such as to be calculated to deceive and that what the defendants had done had given rise to a probability of deception.

On this aspect of the case, bearing in mind as I have said that the learned trial Judge had the advantage of seeing the witnesses, I myself am unable to come to a different conclusion on the evidence in the record. Indeed I find it difficult to accept the evidence of the managing director of the defendant company that the change of the colour of the *PECTO* wrapper from the original white to one identical for all intents and purposes to that of the *HACKS* wrapper was due solely to the fact that such sweets wrapped and sold loose over the counter sweated thereby making white an unsuitable colour and that the choice of the orange colour for the wrapper was fortuitous as being one of several sample colours sent out by the manufacturers. I myself cannot help but come to the conclusion. if it was necessary to do so for the purpose of arriving at my decision in this appeal, that this change was not for the reasons as stated by the defendants but from some motive not consistent with innocence in that they expected to derive some commercial advantage from the use of the same colour for their wrapper as that of the plaintiffs' wrapper. Counsel for the defendants laid great stress on the fact that by printing the name *PECTO* on the wrapper they had done all they could to differentiate their cough sweets from the plaintiffs' but I would have thought that the most convincing proof of this would have been to use any colour but orange which could have been done at no extra cost to them or the manufacturers.

It was contended by counsel for the defendants that unless the plaintiffs claim a monopoly for the use of that particular colour of their wrapper, which they could and did not, then their action failed in limine. In my opinion the fact that the plaintiffs neither at the trial nor before us claimed such a monopoly matters not and so long as any other trader used a similar colour so as to mislead or to be likely to mislead purchasers as to whose the goods were, they were entitled to have an injunction to restrain such use.

In the result I would dismiss the appeal with costs.

Ambrose J.: This is an appeal by the defendants from a judgment granting the plaintiffs an injunction and other relief in an action for passing-off. The action was brought to restrain the defendants from passing off medicated sweets not of the manufacture of the plaintiffs as and for the sweets of the plaintiffs.

The circumstances giving rise to the action are these. The plaintiffs, White Hudson & Co.,

Ltd., are manufacturers of medicated sweets, which they, through their agents, have sold in Singapore under the registered trade mark *HACKS* since 1953. These sweets were and are of a particular size, oval in shape, black in colour, and wrapped in orange-coloured cellophane wrappers with the word *HACKS* printed on them. The defendants, Asian Organisation, Ltd., are importers and distributors of *PECTO* medicated sweets manufactured in Holland by the Redband Confectionery Works. In March, 1958, the defendants started to sell *PECTO* medicated sweets in Singapore: these were then wrapped in white cellophane paper with the word *PECTO* printed on them. In May, 1958, the colour of the wrappers of the *PECTO* medicated sweets was changed from white to a shade of orange similar to that of the wrappers of the *HACKS* medicated sweets. This led to the institution of the action on the 29th December, 1958.

In so far as imitation of get-up is concerned, the gist of the action for passing-off is this. The plaintiff by using and making known a particular get-up in relation to his goods, and thus causing it to be associated exclusively with his goods, acquires a quasi-proprietary right to the exclusive use of the get-up in relation to goods of that kind. And this right is invaded by any person who, by using some deceptively similar get-up in relation to other goods of that kind but not of the plaintiff's manufacture, induces customers to buy from him such other goods as goods of the plaintiff's manufacture, thereby diverting to himself orders intended for and rightfully belonging to the plaintiff. That is the view expressed by Jenkins L.J. in *Oertli A.G.* v. *Bowman (London) Ltd.* [4].

It is essential for the plaintiff in an action for passing-off to prove that he has selected a peculiar or novel design as a distinguishing feature of his goods, and that his goods are known in the market and have acquired a reputation in the market by reason of that distinguishing feature. That essential was stressed by Cozens-Hardy M.R. in *J.B. Williams & Co.* v. *H. Bronnley & Co., Ltd.* [1]. What does "reputation" mean in this context? The meaning is to be found in the following passage from the judgment of Lord Evershed M.R. in *Tavener Rutledge Ltd.* v. *Specters Ltd.* [5].

> "It was laid down many years ago that the first necessity for a plaintiff trying to make out a case of passing-off is that he must establish that the particular get-up which he has been using has become associated exclusively with his business; what, in brief, is called reputation."

What does "get-up" mean? In my opinion, the get-up of goods is the general appearance presented to purchasers. It includes the size and shape of packages, the material, colour and decoration of their wrappers, and the lettering and arrangement of their labels: see *Kerly's* Law of Trade Marks and Trade Names (8th edition), p. 376.

The first question to consider is, therefore,

(a) what peculiar or novel design was selected by the plaintiffs in this case as a distinguishing feature of their sweets, and

(b) whether by reason of that distinguishing feature the plaintiffs' sweets have acquired a reputation in Singapore, or, in other words, the particular get-up which the plaintiffs have been using in relation to their sweets has become associated exclusively with their sweets.

In the statement of claim the plaintiffs alleged that the medicated sweets sold by them in Singapore under the registered trade mark *HACKS* have through extensive advertising and sales become well known to the trade and public and recognized by the public by the particular size, shape and colouring of the sweets, and their orange-coloured wrappers. According to the evidence of K. A. Ahmad Maideen, the manager of Barkath Stores, the plaintiffs' agents, the plaintiffs' only complaint is that the defendants copied the orange colour of the wrappers used for wrapping *HACKS* sweets. It seems to me that the wrappers of the plaintiffs' sweets served also as labels: and that the novel design selected by the plaintiffs to serve as a distinguishing feature of their sweets was the word *HACKS* printed on wrappers of a particular shade of orange colour. In view of the extensive advertising of the plaintiffs' sweets, the increase in the sales from $24,000 in 1953 to $159,210 in 1958, and the fact that the word *HACKS* was printed on the plaintiffs' wrappers, I think it is indisputable that the particular get-up which the plaintiffs have been using has become associated exclusively with their sweets. The plaintiffs admit that the object of the advertising was to publicize and emphasize the name *HACKS*. There were advertisements in English, Chinese, Malay and Tamil in newspapers, on the screen at various cinemas, and on Rediffusion. After having dinned into the ears of the public that what earmarks their goods is the word *HACKS*, the plaintiffs now make the extraordinary claim that the plaintiffs' sweets have acquired a reputation in Singapore solely by reason of the colour of their wrappers.

This claim appears to have been accepted by the learned trial Judge. He came to the conclusion that the plaintiffs' get-up became distinctive of their goods and that it was associated or identified at all material times with the plaintiffs' goods and no others. By "get-up" he appears to have meant the orange-coloured wrappers without the word *HACKS*. For in coming to that conclusion the trial Judge found this as a fact:

> "The vast majority of non-English speaking customers who were unable to read the words printed on the wrappers asked for the sweets by describing them as 'red-paper cough sweets'."

In my judgment, the plaintiffs' sweets acquired a reputation in Singapore not only by reason of the colour of the plaintiffs' wrappers but also by reason of the trade name printed on them, both of which the plaintiffs selected to serve as a distinguishing feature of their sweets.

It follows, therefore, that the plaintiffs by acquiring a reputation in that way acquired a quasi-proprietary right to the exclusive use of their particular get-up in relation to sweets. In my opinion, even if the vast majority of such customers as did not speak English referred to *HACKS* sweets as "red-paper cough sweets" that could not give the plaintiffs a monopoly as regards the colour of their wrappers.

The second question to consider is whether the defendants invaded the quasi-proprietary right of the plaintiffs by using a similar get-up in relation to the defendants' sweets and thereby causing a probability of deception in the minds of purchasers. My view is that by imitating the orange colour of the wrappers of the plaintiffs' sweets the defendants did not invade the quasi-proprietary right of the plaintiffs. As was said by Russel J. in *Dunhill* v. *Bartlett & Bickley* [6]:

"Apart from monopolies conferred by patents, and apart from protection afforded by registration, it is open to anyone to adopt the ideas or devices of his neighbour and apply them to his own goods provided he clearly distinguishes his goods from those of his neighbour."

Here I must refer to the words of Lord Halsbury in *Schweppes Ltd.* v. *Gibbens* [2]:

"The whole question in these cases is whether the thing — taken in its entirety, looking at the whole thing — is such that in the ordinary course of things a person with reasonable apprehension and with proper eyesight would be deceived."

And I must also cite the following passage from the judgment of Romer L.J. in *Payton & Co., Ltd.* v. *Snelling, Lampard & Co., Ltd.* [7]:

"It seems to be a sort of popular notion . . . that in considering whether customers are likely to be deceived, you are to consider the case of an ignorant customer who knows nothing about, or very little about the subject of the action. That is a great mistake. The kind of customer that the Courts ought to think of in these cases is the customer who knows the distinguishing characteristics of the plaintiff's goods . . ."

It is pertinent to add here what was said by Lord Macnaghten in the same case when it went before the House of Lords [8]:

"I entirely agree with the judgments of the Court of Appeal, and particularly with the very instructive judgment of Lord Justice Romer."

In my view, if a *HACKS* sweet is placed side by side with a PECTO sweet and the wrappers are looked at fairly, no person with reasonable apprehension and with proper eyesight could be deceived. Furthermore, a customer who knows the distinguishing characteristics of the plaintiffs' sweets, but does not see the plaintiffs' sweets and the defendants' sweets placed side by side and trusts to his memory, is not likely to be deceived. The difference is obvious and is not concealed. The defendants state on their wrappers in the clearest manner that they are selling *PECTO* sweets.

It is conceded by counsel for the plaintiffs that retail dealers were not deceived by the similarity of the defendants' wrappers to the plaintiffs' wrappers as regards colour. It is contended, however, that the defendants' get-up enables retail dealers to deceive the ultimate purchasers. Abdul Wahid, a salesman employed by the plaintiffs' agents, testified that on the 15th and 16th October, 1958, he visited a number of Chinese retail dealers; that six of them displayed for sale both *HACKS* and *PECTO* sweets kept in the same glass jar; and that at each of the shops he asked for a pound of *HACKS* sweets in Malay, referring to them by their trade name *HACKS*, and was given a pound of *HACKS* and *PECTO* sweets mixed. In my opinion, this evidence does not prove that the defendants' get-up enables retail dealers to deceive the ultimate purchasers. I consider that retail dealers who mix up defendants' sweets and plaintiffs' sweets in a glass jar are not treating the defendants' sweets fairly and are not showing them fairly to the ultimate purchasers. In my judgment, to supply *HACKS* sweets and *PECTO* sweets mixed when asked for *HACKS* is clearly deception on the part of retail dealers for which the defendants are not responsible.

Choo Kok Cheng and Gan Chin Choo were called by the plaintiffs to give evidence as to other alleged instances of actual deception by retail dealers where both kinds of sweets were mixed in one jar and sold as *HACKS* sweets to customers who asked for "red-paper cough sweets". Their evidence is hearsay and has to be ignored. The actual purchasers should have been called to give evidence as regards the actual circumstances of the sales.

For the above reasons I would allow the appeal with costs here and in the Court below and reverse the judgment of the High Court.

Appeal allowed.

Solicitors: *Hilborne, Chung & Co.; Donaldson & Burkinshaw.*

PALANIAPPA CHETTIAR v. ARUNASALAM CHETTIAR

[P.C. (Lord Denning, Lord Devlin and Mr. L. M. D. De Silva) January 31, 1962]

[Privy Council Appeal No. 60 of 1960]

Land — Transfer by father to son to avoid provisions of Rubber Regulations, 1934 — No consideration — Son registered as proprietor — Son refusing to retransfer — Whether deceit on public administration practised by father — Whether son resulting trustee — Whether son express trustee — Presumption of advancement — Defence of deceit on public administration not pleaded — Whether defendant precluded from relying on this defence even though not pleaded.

Contract — Illegal, immoral or fraudulent — Ex Turpi Causa Non Oritur Actio.

In 1934, the plaintiff (hereinafter referred to as the respondent) bought about 40 acres of rubber land. At the time, he already owned 99 acres of rubber land so that with the new purchase, his total holding of rubber land exceeded 100 acres. This was important in connection with the Rubber Regulations (No. 17 of 1934) which made a distinction between holdings of 100 acres and more